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Attorneys for Defendant IQSystem, Inc.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

LOOP AI LABS INC., a Delaware
corporation

Plaintiff,

vs.

ANNA GATTI, an individual, ALMAVIVA
S.p.A., an Italian corporation,
ALMAWAVE S.r.l., an Italian corporation,
ALMAWAVE USA, Inc., a California
corporation, IQSYSTEM LLC, a California
limited liability company, IQSYSTEM, Inc.,
a Delaware corporation,

Defendants.

CASE NO. 3:15-cv-00798-HSG

Hon. Haywood S. Gilliam, Jr.
Courtroom 15

**DECLARATION OF ANTONIO DI
NAPOLI IN SUPPORT OF
DEFENDANT IQSYSTEM, INC.'S
OPPOSITION TO PLAINTIFF'S
MOTION TO STRIKE
COUNTERCLAIM PURSUANT TO
CIV. PROC. CODE § 425.16**

I, Antonio Di Napoli, declare as follows:

1. I am the Director of Business Development for IQSystem, Inc., a defendant in
the above-captioned case. I have personal knowledge of the facts stated below and, if called to

1 testify, can and will competently do so.

2 2. Attached as Exhibit "A" is a true and correct copy of Almax USA, Inc.'s
3 March 9, 2015, letter of termination of the Consulting Services Agreement, which I received by
4 email on March 9, 2015 from Almax USA, Inc.'s counsel.

5 3. The Consulting Services Agreement provided that IQSystem, Inc. would perform
6 consulting services to Almax USA, Inc. on an ongoing basis in consideration of a monthly
7 consulting fee of \$70,000 plus an additional commission of 15% based on sales of their
8 software product suite.

9 4. Upon termination of the Consulting Services Agreement, I have attempted to
10 contact Almax USA, Inc.'s management numerous times, but Almax USA, Inc. has
11 refused to answer any of my calls.

12 5. After the termination, Almax USA, Inc. has contacted and engaged the
13 services of 2 former contractors of IQSystem, Inc., to continue to perform the same services that
14 were previously performed by IQSystem, Inc. on behalf of Almax USA, Inc.

15 Executed under penalty of perjury according to the laws of California on this 27th day of
16 April 2015 in San Francisco, California.

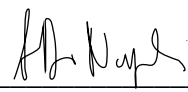
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20 By: 
21 Antonio Di Napoli
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EXHIBIT A



March 9, 2015

VIA EMAIL AND OVERNIGHT COURIER

IQSystem, Inc.
225 26th Avenue
San Francisco, CA 94121
Attn: Tony Di Napoli
tony@iqsystem.us

Re: Termination of Consulting Agreement dated June 3, 2014

Dear Mr. Di Napoli:

Almawave USA, Inc. (the "**Company**") hereby informs you that the Consulting Agreement dated June 3, 2014 (the "**Agreement**") between the Company and IQSystem, Inc. ("**Consultant**") is terminated effective immediately.

The Agreement is null and void *ab initio*. Among other things, it has come to our attention that the Agreement was entered into on the basis of misrepresentations and material omissions, and that Consultant and/or its agents and/or affiliates may have committed a variety of continuing misrepresentations, omissions and other wrongful acts.

Obviously, you and any persons associated with Consultant or you are prohibited from accessing the office or further using any Company property or resources for any purpose. Please make sure this unequivocal directive is instantly communicated to your team.

Please review again the Confidential Information and Invention Assignment Agreement with the Company, dated June 3, 2014 (the "**CIIA**"), a copy of which is attached to this letter. You are required to abide by the provisions therein. Also, as required by Section 6 of the CIIA, on behalf of yourself and Consultant please immediately sign and return a copy of the attached Termination Certification, which is the form that was attached to the CIIA and intended to be signed upon termination of the consultancy. As a reminder, your failure to sign and return the Termination Certification will in no way diminish, waive, or otherwise modify Consultant's continuing obligations owing to the Company under the CIIA.

Please be advised that the Company reserves all rights and remedies should the Company or its affiliates further incur any losses or damages of any kind as the result of any actions taken or directed by Consultant, or any other violations of its agreements with the Company. Further, the Company expects Consultant's full cooperation in connection with its investigation and defense of the lawsuit recently instituted by Loop AI Labs Inc., and to assist with any transitional issues to the extent requested by the company.

Please contact our attorney Thomas Wallerstein at (415) 653-3707 should you have any questions regarding the foregoing.

Sincerely,

Almawave USA, Inc.

By: 

Name: Valeria Sandei

Title: Chairman and President

Almawave USA Inc.

1 Embarcadero Center - Suite 500 - 94111 San Francisco, CA - Office Telephone Number: +1 415 623 2022

www.almawave.com